AGREEMENT

between

LAKE SUPERIOR ISD #381

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL - CIO

FACILITIES

July 1, 2019 through June 30, 2021
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ARTICLE 1 – PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between Independent School District No. 381, Two Harbors, Minnesota, hereinafter referred to as the “District” or “School District” and the Local Union No. 70, International Union of Operating Engineers, hereinafter referred to as the “Exclusive Representative”, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the “PELRA”, to provide the terms and conditions of employment for custodians and housekeepers as stipulated in Notice No. 68-PR-68 from the Minnesota State Labor Conciliator’s Office dated September 20, 1967.

Section 2. The School Board recognizes Local 70 of the International Union of Operating Engineers as the duly authorized representative for the Unit composed of maintenance employees, custodians and engineers, excluding the following: supervisory employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal forty (40) hour work week in the employee’s bargaining unit, employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and all other employees of the School District for the purpose of collective bargaining with respect to wages, hours and working conditions and other conditions of employment.

Section 3. The Board agrees to carry out the terms set forth in the Agreement as they apply collectively. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, religious or political belief.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the PELRA, the School District recognizes Local Union No. 70, International Union of Operating Engineers as the Exclusive Representative for custodians and housekeepers employed by the School District, which Exclusive Representative shall have those rights and
duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article 3, Section 2 of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

ARTICLE 3 – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term “terms and conditions of employment” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than Employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the Employer’s personnel policies affecting the working conditions of employees. “Terms and conditions of employment” are subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term custodians and housekeepers shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year and emergency employees.

Section 3. School District. For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.
Section 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE 4 – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota. Any provision of this Agreement found to be in violation of any such laws shall be null and void and without force and effect.

A. There will be at least one (1) full-time custodian engineer position in each School District building. In the event the School District adds to or reduces the number of School District buildings, there will be at least one (1) full-time custodian engineer in each building. The School District may reduce the number of custodian engineer positions only through attrition.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.
ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join. Pursuant to the PELRA, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Check-Off Union Dues. The Board agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary of Local 70, which are Union dues and/or initiation fees of the Union, and to transmit to the Financial Secretary of Local 70 the total amount as deducted together with a list of names of the employees from whose pay deductions were made, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off, pursuant to the PELRA. Deductions may be terminated by the employee giving thirty (30) days written notice to the School Board.

Section 4. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.
ARTICLE 6 - SENIORITY

Section 1. Eligibility. All employees who are members of this unit under Article 2 of this Agreement shall be granted seniority standing. Seniority lists, by department, will be prepared by the Superintendent's office by October of each year with copies given to Local 70 and the Union Stewards for posting. Employees shall have twenty (20) days to review and challenge the list to the Superintendent.

Section 2. Seniority Standing. Seniority for the employee will begin on the date he/she is officially employed by the School Board, but only after completing a one (1) year probationary period. Following the successful completion of job probation, seniority rights shall revert back to the original date of employment. Only those employees who are employed on a regular basis such as: (1) full-time forty (40) hours per week; (2) less than full-time but more than fourteen (14) hours per week or 35% of the normal work week for at least nine (9) months of the calendar year, shall be granted seniority within the department which they are working.

Bargaining unit employees' seniority shall be frozen when promoted to an administrative position with the School District.

When a full-time employee resigns from the full-time position, but still holds a part-time position in another job responsibility for the District, that person continues to accrue seniority on a part-time basis, but not on a full-time basis, and this seniority does not apply to positioning of new full-time positions.

Section 3. Facility Seniority Categories: There shall be two (2) categories of seniority in this unit, district-wide and departmental. Departmental seniority shall start on the date of initial employment and assignment to the specific department. Departmental seniority has first priority over district-wide seniority.

Departments in the Facility unit shall include:
1. Custodial Engineering: Head High School Custodian, Head Elementary Custodian, Assistant Head Custodian
2. Custodian
3. Housekeeper/Laundry Worker

Section 4. Seniority Loss: An employee shall lose his/her seniority if:

1. The employee voluntarily resigns from all employment with the District;
2. The employee is discharged for cause;
3. The employee voluntarily refuses recall from layoff status for a full-time position;

Any employee, unavailable for assignment for more than ninety (90) days without approved leave, will be placed at the least senior position on the roster. The seniority of an employee shall not be terminated or broken because of absence due to illness or temporary layoff. In case of illness in excess of six (6) months, seniority may be reviewed by the Board and the Union. Physical examinations may be required by the District and reviewed by the Board and the Union before said employee is returned to work. All physical examinations required by the Board for employment shall be paid for by the Board.

Section 5. Reduction and Transfer. In the event of a layoff causing a reduction in the number of employees, the affected employee may exert his/her departmental seniority preference with three (3) days of notification over any junior employee in that department, provided he/she has the necessary qualifications to perform the duties of the job involved. This process will be continued until the junior employee in the affected department is laid off. In the event the employee to be laid off is a full-time (40 hour per week) employee, that employee may, within three (3) days of notification, if qualified, exert his/her District seniority over the junior employee in another department. Employees shall be rehired according to seniority in the inverse order of layoff. Employees laid off shall remain on the seniority list for three (3) years.

Section 6. Seniority and Temporary Vacancies. Temporary vacancies shall be filled by the senior qualified employee interested. In the event said vacancy has a higher rate of pay, the employee filling such a vacancy shall receive such
higher rate of pay. An employee who has filled a temporary vacancy shall have the right to return to his/her former position.

Section 7. Seniority and Posting. Notice of all vacancies and newly created positions shall be posted on the employees' bulletin board at all job sites in the District for a period of seven (7) calendar days. The posting shall state the qualifications and responsibilities of the position. During this seven (7) day calendar period employees may make application to the District to fill said vacancy or newly created position. The senior employee in the department making application shall be awarded the position provided he/she has the necessary qualifications to perform the duties of the job involved. If no employee within the department has made application or has met the qualifications for the position, the senior most qualified employee bidding from another department may be transferred to fill the vacancy within this Agreement. The District shall determine the qualifications and responsibility of the position.

If an employee obtains administrative approval to transfer to another department, the following conditions shall exist:

The transferring employee will:
1. Retain district-wide benefits and seniority in the unit.
2. Have the lowest seniority in the new department.

Section 8. Probationary - Change of Classification. Employees promoted or transferred to a new position shall be required to serve a new probationary period of six (6) calendar months in the new position. This provision does not apply to lateral transfers. If it is determined that the employee is not performing satisfactorily in the new position, he/she will be returned to his/her former position and work location, or if during this probation period the employee chooses to return to his/her former position and work location, he/she has the right to do so. There shall be a minimum of one (1) written performance review during the probationary period, preferably at or near mid-point of the probationary period.
ARTICLE 7 – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation of terms and conditions contained in this Agreement.

Section 2. Representative. The employee, Administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party’s behalf.

Section 3. Definitions and Interpretation.

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver. A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District’s designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty
(20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance. The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear
the appeal at this Level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of a Grievance. Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next Level.

Section 8. Mediation. Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the time lines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. Arbitration Process. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the
selection of an arbitrator. If no agreement on an arbitrator is reached, 
either party may request the commissioner to appoint an arbitrator, 
pursuant to the PELRA, providing such request is made within twenty 
(20) days after request for arbitration. The request shall ask the 
appointment be made within thirty (30) days after the receipt of said 
request. Failure to agree upon an arbitrator or the failure to request an 
arbitrator from the commissioner within the time periods provided 
herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator 
and both parties may be requested by such person or persons as they 
may choose and designate, and the parties shall have the right to a 
hearing at which time both parties will have the opportunity to submit 
evidence, offer testimony, and make oral or written arguments relating 
to the issues before the arbitrator. The proceeding before the arbitrator 
shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered 
within thirty (30) days after the close of the hearing. Decisions by the 
arbitrator in cases properly before the arbitrator shall be final and 
binding upon the parties, subject, however, to the limitations of 
arbitration decisions as provided in the PELRA. The arbitrator shall 
issue a written decision and order including findings of fact which shall 
be based upon substantial and competent evidence presented at the 
hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in 
connection with arbitration including expenses relating to the party’s 
representatives, witnesses, and any other expenses which the party 
incurs in connection with presenting its case in arbitration. A transcript 
or recording of the hearing shall be made at the request of either party. 
The parties shall share equally fees and expenses of the arbitrator, the 
cost of the transcript or recording if requested by either or both parties, 
and any other expenses which the parties mutually agree are necessary 
for the conduct of the arbitration.
Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion of policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator’s order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.
ARTICLE 8 – SUSPENSION OR DISCHARGE

Section 1. The following procedures shall be used in situations involving suspension or dismissal:

Suspension:
1. An employee may be suspended for up to five (5) working days for just cause as specified in Section 2 with or without pay as determined by the District.
2. The employee and the Union shall receive a written notice, by certified mail, containing the specific charges against him/her.
3. The notice of suspension may be the subject of a disciplinary grievance which shall be served upon the supervising administrator or superintendent, in writing, within ten (10) working days of the date of receipt of the notice of the suspension, by the employee and/or the Union.
4. Upon submitting the grievance to the supervising administrator or superintendent, the employee and/or the Union shall be entitled to a hearing before the School Board to present their position. The Union and the School Board representatives shall meet within ten (10) days of the notice of suspension to set the date of the hearing. In any event the hearing shall take place within ten (10) working days of said meeting. Within ten (10) working days after the date of the hearing, if the grievance is not settled or otherwise resolved, the grievance may be appealed to arbitration by the Union.

Dismissal:
1. The employee shall first be suspended and served with a written notice by certified mail containing the specific charges against him/her, with a copy to the Union.
2. Prior to the dismissal of an employee, the employee and/or his/her representative shall be given the opportunity to offer his/her defense before the School Board.
3. Should the Union present a disciplinary grievance in connection with a dismissal within ten (10) working days of such dismissal to the School Board, the dismissal shall be reviewed under the terms of the grievance procedure.
Section 2. All employees in this unit shall be subject to a disciplinary suspension or dismissal for cause.

Causes for dismissal or suspension include, but are not limited to: (1) theft; (2) use or possession of illegal drugs while on the job; (3) use of or possession of intoxicating beverages or intoxication while on the job; (4) insubordination to superiors; (5) failure of an employee to do a satisfactory job; (6) abuse of sick leave or personal leave privileges.

Section 3. Time limits and hearing dates may be extended upon mutual consent of both parties. All references to days are work days.

ARTICLE 9 – GENERAL PROVISIONS

Section 1. The District agrees to permit the Negotiating or Grievance Committee to appear at all negotiating or grievance meetings with the appropriate administrative officer of the School District in negotiations or disputes without loss of pay except that at no time shall grievance meetings interfere with efficient operation of the school plant and program, nor will the District pay more than two (2) employees while sitting on grievance hearings during working hours.

Section 2. Representatives of the International Union of Operating Engineers, Local No. 70 shall have access to the premises of the School District at reasonable times to investigate grievances and other problems with which they are concerned, and with the administration having knowledge of such visits, but such visits shall not unduly interfere with work schedules.

ARTICLE 10 – SICK LEAVE

All regularly scheduled employees shall be eligible to earn sick leave prorated on regularly scheduled hours. All regular full-time employees covered by this Agreement shall earn twelve (12) days of sick leave per year of service at the rate of one (1) day per month, cumulative to one hundred twenty (120) days. Such leave may be used for illness in the immediate family. The immediate
family is defined to include parents, brother, sister, husband, wife, children, grandparents, grandchildren, mother-in-law and father-in-law. Any exceptions to the above will be treated on an individual basis and left to the discretion of the superintendent of schools. Employees using accumulative sick leave may be required to present a verification of illness signed by a doctor or school nurse.

Employees who are on sick leave and who, at the same time may be eligible for worker’s compensation shall in no case receive monetary payments from the sick leave bank and from the worker’s compensation fund which would in total exceed the regular salary paid to said employee, computed on a daily, monthly or yearly basis.

Less than 12 month employees, shall receive prorated sick leave.

ARTICLE 11 – LEAVES

Section 1. In the case of death in the immediate family as defined in Article 10, up to three (3) days of sick leave may be used for funeral leave. Any additional days required for travel may be granted subject to the written approval of the superintendent of schools, with additional days used to be deducted from sick leave.

Section 2. Emergency Leave. Emergency leave for unusual and unexpected situations may be granted only when all sick leave has been exhausted and then only upon written approval of the superintendent of schools.

Section 3. Personal Leave. Two (2) days of personal leave may be granted each year. The superintendent will approve all such leave requests with one day’s notice or without such notice in cases of a real emergency nature. However, an employee will be required to state in writing the reason for the request. These statements will be compiled and a record maintained of the usage of such leave.
Section 4. Leave of Absence. A leave of absence may be granted with approval of the School Board for the following reasons:

A. Medical, including maternity  
B. Vacation without pay  
C. Emergency other than stipulated in Section 2 of this Article  
D. Work assignments in the District outside of the bargaining unit

Leaves of absences may be for a maximum of sixty (60) days renewable up to one (1) year except in the case when an employee is eligible for long-term disability. Medical leaves in excess of one (1) year may be approved on agreement between the District and the Exclusive Representative. Leaves will not be permitted for an employee to take other employment.

Section 5. Child Care Leave.

Subd. 1. 12-Week Leave — Birth or Adoption. The District must grant an unpaid leave of absence as per state or federal FMLA, to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child.

Subd. 2. Start of Leave. The leave shall begin at a time requested by the employee. The District may adopt reasonable policies governing the timing of requests for unpaid leave. The leave may begin not more than six (6) weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital.

Subd. 3. No Employer Retribution. An Employer shall not retaliate against an employee for requesting or obtaining a leave of absence as provided by this section.

Subd. 4. Continued Insurance. The Employer must continue to make coverage available to the employee while on leave of absence under any group insurance policy, group subscriber contract, or health care plan for the employee and any dependents. Nothing in this section requires
the Employer to pay the costs of the insurance or health care while the employee is on leave of absence.

Subd. 5. An employee returning from child care leave shall be reemployed in a position for which qualified unless previously discharged or placed on un-requested leave.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

Subd. 7. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by a child care leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Section 6. Family and Medical Leave.

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year.

Subd. 2. To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve month period.

Subd. 3. The employee may elect, or the School District may elect the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section.
Subd. 4. The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the Employer.

Subd. 5. An employee who returns from unpaid leave shall retain seniority for pay purposes and other benefits which had accrued at the time leave commenced. Seniority shall accrue for the period of time that an employee was on unpaid leave for purposes of progression on the pay schedule for a period of one (1) year. For periods of time beyond one (1) year, employees will not progress on the pay schedule or continue to accrue seniority. Unpaid leaves may be extended to no more than three (3) years.

ARTICLE 12 – HOLIDAYS

Section 1. Facility bargaining unit employees shall be granted holidays in accordance with the school calendar approved by the School Board. Eligibility for paid holidays requires being compensated for the working day prior to and being compensated for the day following the holiday.

The following holidays will be granted:

- Fourth of July
- Christmas Eve Day
- President’s Day
- Labor Day
- Christmas Day
- Good Friday
- Thanksgiving Day
- New Year’s Eve Day
- Memorial Day
- New Year’s Day

Section 2. Employees shall be granted a day for each of the above holidays falling on a weekend.

ARTICLE 13 – PAID VACATIONS

Section 1. All twelve (12) month employees shall accrue ten (10) working days’ annual vacation.
Section 2. All twelve (12) month employees shall accrue fifteen (15) working
days' annual vacation after five (5) years of continuous service.

Section 3. All twelve (12) month employees with ten (10) years of continuous
service will accrue twenty (20) working days' vacation.

Section 4. All twelve (12) month employees with ten (10) years of continuous
service will accrue an additional one (1) paid vacation day per two (2) years
of service past ten (10) years.

Section 5. In determining vacation periods, both the wishes of the employees
and the needs of the District shall be considered, it being understood that the
rights of senior employees will prevail in the selection of vacation time when
agreement cannot be reached among the employees. Day-at-a-time vacation
may be allowed year round on non-school days subject to written
administrative approval. Up to five (5) days of vacation time may be taken a
day at a time with twenty-four (24) hour notice. All remaining vacation days
will be taken at a minimum of five (5) days at a time and a maximum of fifteen
(15) consecutive days. If a paid holiday falls on any day relative to an
employee's week(s) of vacation, the holiday may be taken as an add-on day to
the vacation or the employee may be charged one (1) less vacation day. A
vacation schedule will be posted by May 15th of each year. Vacations may be
taken when school is in session if mutually agreeable to the employee and the
School District.

Accrued vacation shall be granted upon termination of employment by
reasons of resignation, layoff, retirement, or death. Such employee or his/her
estate shall be paid for all unused vacation.

Section 6. Up to one (1) year's vacation days may be accumulated and carried
forward year-to-year. This accumulated vacation may be used in lump sum in
conjunction with a current year's vacation days. For employees hired after
January 1, 2014, prior accumulated vacation other than the current year's
vacation must be used prior to resignation or retirement.

Section 7. Housekeeper and Laundry will be eligible for vacation benefits
prorated on regularly scheduled hours.
ARTICLE 14 – HEALTH INSURANCE AND RELATED FRINGE BENEFITS

Section 1.
A. Employees will have their choice of either of the three (3) District offered hospitalization plans. The benefit level of the lower cost plan will be comparable to benefits as of September 1, 2019 for family coverage.

- The District will pay 93% of the premium cost of insurance coverage. Employees will pay 7% of the premium cost of insurance coverage.
- The District contribution to an employee’s HRA or HSA will only be available if an employee is enrolled in the HSA compatible insurance plan. No HSA or HRA contributions will be made if the Qualifying Participant chooses to enroll in any other plan.
- The District paid contribution to either an HSA/HRA account will be $250 per month for single or $500 per month family coverage.

B. Part-time employees: Employees hired prior to June 30th 2019, shall have their regularly scheduled hours exclusive of extracurricular averaged over a standard work week to establish their daily average hours worked. Based on an employee’s daily average hours of work. Regular employees who are not already covered by a hospitalization plan shall receive the District coverage prorated according to the following schedule.

<table>
<thead>
<tr>
<th>Daily Average Hours of Work</th>
<th>District Health Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 hours or more</td>
<td>Full District contribution as defined in Section 1A.</td>
</tr>
<tr>
<td>5, but less than 6 hours</td>
<td>2/3 District contribution as defined in Section 1A.</td>
</tr>
<tr>
<td>4, but less than 5 hours</td>
<td>½ District contribution as defined in Section 1A.</td>
</tr>
<tr>
<td>Less than 4 hours</td>
<td>No Health Insurance Benefits</td>
</tr>
</tbody>
</table>
For facility employees hired after July 1, 2019, the District shall make available to all employees within the bargaining unit, who regularly work six (6) or more hours per day during the school year, the medical hospital insurance coverage, which is presently available to all other employees within the CBA. For all employees working four (4) or more hours but less than six (6) hours per day, the employee will receive half of the District contribution towards the premium. The employee will pay the balance of any premium cost, and the District will deduct such sum from their salary or wages.

A. Integrated HRA Contribution: Beginning with the 2019 – 2020 school year, any regular employee defined as working 6 or more hours per day and eligible to participate in the District insurance program, but not taking the district contribution for health insurance per this Article, shall have an annual amount of $3,000.00 contributed to a Health Reimbursement Arrangement (HRA) managed by the plan administrator. Those employees working 4 or more hours, but less than 6 hours per day and eligible to participate in the District insurance program, but not taking District contribution for health insurance per this Article shall have an annual amount of $1,500.00 contributed to a Health Reimbursement Arrangement (HRA) managed by the plan administrator. The contribution shall be made in equal monthly payments beginning the first of the month following the date of hire, the plan must include language that requires individual FLEX accounts to be used before the HRA is used for medical cost reimbursements.

B. The employee agrees to submit, on an annual basis, the insurance substantiations form. In addition, the employees agree to notify the School District immediately should he/she lose their health insurance coverage.

Section 2. Income Protection Insurance. The School District will provide an income protection plan for employees working 600 or more hours per year in this unit at no cost to the employees.

Section 3. Life Insurance. Life insurance protection in the amount of $40,000 shall be provided to all full-time regular employees (defined as working 6 or
more hours per day) with the cost to be paid by the School District. Protection may be increased at the employee’s expense. Part-time employees may purchase life insurance at personal expense. Part-time employees working at least 600 hours per year, but less than 6 hours per day, shall be provided with an amount of $20,000 of life insurance protection.

Section 4. Safety Glasses. The District will provide the employee with adequate prescription safety glasses or goggles for employees without prescription glasses, up to $300 every other year, as needed to perform their job duties, upon employee request and district approval which will not be unreasonably withheld.

ARTICLE 15 – MEDICAL INSURANCE / RETIREES

Section 1. Medical Insurance Coverage for Special Circumstances. Facility employees will be able to participate in the District’s health and hospitalization plan at their own expense upon retirement, if they are eligible for such coverage. Employees who are injured on the job and are deemed permanently disabled shall be eligible for coverage under the District plan.

This rate benefit is not transferable to survivors or beneficiary. Employees retiring under PERA while employed by District No. 381, between age 55 and 60, or an employee who has exhausted entitlement to Board paid insurance coverage after retirement under this section, shall be allowed to continue the medical insurance program by paying the full regular monthly premium, in advance to the School District until the employee and spouse, if any, are eligible for Medicare coverage.

ARTICLE 16 – DEFERRED COMPENSATION

Deferred Compensation:

A. All employees are eligible to participate in the Deferred Compensation Program.
B. Deferred Compensation became effective July 1, 1990.

C. Employees must use the Deferred Compensation election during the yearly eligibility period or forfeit the option for one (1) year. The employee must declare participation in the deferred compensation match program by September 30th of each year.

D. Employees may make a maximum contribution of $1,000 per year for ten (10) years per employee to receive the District matching contribution.

E. The District will match up to $1,000 per year until a total $10,000 matching funds have been contributed by the District.

F. The District will pay its matching share of FICA and PERA taxes as provided for by the Minnesota Deferred Compensation Legislation.

G. Deferred Compensation is subject to the rules of the State of Minnesota Deferred Compensation Program as entitled under Minnesota State Statute 352.96 and IRS Code Section 457.

H. At the time of retirement, a participating employee will be paid the earned amount under the Severance Pay Program less the accumulated value of the District’s contribution under the Deferred Compensation Program.

The formula shall be:

Total amount of package equals employee contribution up to $1,000 per year plus the District matching contribution of $1,000 per year up to a District maximum of $10,000.

**ARTICLE 17 – WAGE ADMINISTRATION**

Wages shall be computed on an annual basis and be paid on a bi-monthly basis, such payments to be made on the 15th and 30th of each month.
ARTICLE 18 – HOURS OF WORK

Section 1. The work week shall consist of five (5) consecutive eight (8) hour work days or a forty (40) hour week. The work day shall consist of eight (8) hours. The lunch break will be one-half (1/2) hour. Breaks may be taken after two (2) hours of work and shall not exceed thirty (30) minutes per eight (8) hour shift from the time work is stopped until the time work is resumed.

Section 2. The work day may begin at such times as best serves the needs of the school. For payroll calculations, the week shall be calculated as Sunday through Saturday. The work week shall be scheduled Monday through Friday.

Section 3. Hours compensated in excess of the forty (40) hour week shall be paid for at the time and one-half (1-1/2) rate of pay.

Section 4. A full-time employee is considered to be a person who works forty (40) hours per week for the school year or calendar year.

Section 5. Call Back. If an employee is called back into work for any reason they shall be paid a minimum of two (2) hours at their normal rate of pay or time and one half (1 ½) for all hours worked, whichever is greater.

ARTICLE 19 – SHIFT DIFFERENTIAL

Section 1. Employees who work the 2nd shift (starting at 12:00 p.m. or after) shall be compensated an additional $3.50 per hour for 2019 – 2020 and $3.57 per hour for 2020 – 2021.

Section 2. Employees who work the 3rd shift (starting at 6:00 p.m. or after) shall be compensated an additional $3.61 per hour for 2019 – 2020 and $3.68 per hour for 2020 – 2021.
ARTICLE 20 – JOB CLASSIFICATION

Section 1. Operation and maintenance employees shall be classified as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Custodian</td>
</tr>
<tr>
<td>2</td>
<td>Custodian (After 12 months)</td>
</tr>
<tr>
<td>3</td>
<td>Custodian (After 24 months)</td>
</tr>
<tr>
<td>4</td>
<td>Assistant Head High School Custodian Engineer</td>
</tr>
<tr>
<td>5</td>
<td>Head High School Custodian Engineer</td>
</tr>
<tr>
<td>6</td>
<td>Head Elementary Custodian</td>
</tr>
<tr>
<td>8</td>
<td>Housekeeper Laundry</td>
</tr>
<tr>
<td>9</td>
<td>Housekeeper</td>
</tr>
</tbody>
</table>

Section 2. All head custodians must have proper license to be chief of the plant and assistant head custodians must have proper license to be shift engineer. All current incumbents shall be given 3 years from date of hire or effective date of this contract to attain proper license to be chief of the plant. A copy of a current valid license must be on file in the District office by September 1, each year.

Section 3.
A. Housekeeper and Laundry will have no operation duties.
B. Housekeepers will be allowed to work up to eight (8) hours per day on non-student contact days.
C. If a housekeeper is requested to work a Saturday or Sunday, they shall receive time and a half (1.5) for all hours worked.
ARTICLE 21 – BASIC RATES OF PAY

Section 1. Salary Schedules.

<table>
<thead>
<tr>
<th>Step</th>
<th>Classification</th>
<th>7/1/2019 – 6/30/2020</th>
<th>7/1/2020 – 6/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Custodian</td>
<td>$17.39</td>
<td>$17.73</td>
</tr>
<tr>
<td>2</td>
<td>Custodian (After 12 months)</td>
<td>$19.07</td>
<td>$19.45</td>
</tr>
<tr>
<td>3</td>
<td>Custodian (After 24 months)</td>
<td>$20.79</td>
<td>$21.20</td>
</tr>
<tr>
<td>4</td>
<td>Assistant Head High School Custodian Engineer</td>
<td>$22.27</td>
<td>$22.71</td>
</tr>
<tr>
<td>5</td>
<td>Head High School Custodian Engineer</td>
<td>$24.75</td>
<td>$25.25</td>
</tr>
<tr>
<td>6</td>
<td>Head Elementary Custodian</td>
<td>$23.75</td>
<td>$24.23</td>
</tr>
<tr>
<td>8</td>
<td>Housekeeper Laundry</td>
<td>$13.84</td>
<td>$14.12</td>
</tr>
<tr>
<td>9</td>
<td>Housekeeper</td>
<td>$13.54</td>
<td>$13.82</td>
</tr>
</tbody>
</table>

Section 2. Longevity. When an employee reaches his/her thirtieth (30th) year of employment, they shall receive an additional twenty-five cents ($0.25) for all hours compensated.

When an employee reaches his/her 15th year of employment, they shall receive an additional $0.15 per hour. At their 20th year of employment, they shall receive an additional $0.25 per hour for all hours compensated.

Section 3. Certification and License Pay. All stipends will be paid at the end of the year and will be prorated if the employee is hired mid-year or departs mid-year.

1. Indoor Air Quality Certification, District approved = $500
2. Underground Storage Tank Certification, District approved = $500
3. Pool Certification, District approved = $500

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ARTICLE 22 – PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The Exclusive Representative agrees, therefore, that during the term of this Agreement, neither the Exclusive Representative nor any individual employee shall engage in any strike nor shall the Employer lockout employees. For purposes of this section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one’s position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 23 – DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through its date of execution on June 30, 2021 and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Lake Superior ISD 381

Chair of the School Board
Thomas L. Barr

Clerk of the School Board
W. Carmel

Superintendent

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Powdle, President
Linda Powers

Linda Powers, Recording Secretary

John Hane, Business Representative

Joe Preston, Steward
Scott Libal, Steward

9.10.19
Date:

8.13.2019
Date:
MEMORANDUM OF UNDERSTANDING

Let this Memorandum of Understanding serve as an agreement related to Article 13, Section 7, relating to the maximum allowable carryover of paid vacation accrual. It is understood that the parties have agreed to the following:

The employees who currently are carrying accrued vacation time above the specified number of maximum days in the contract will be held harmless from losing these days. These employees are strongly encouraged to use these excess accumulated days inasmuch as possible.

This MOU will expire June 30, 2021.

For: Lake Superior ISD 381

Thomas L. Burns
Chair of the School Board

M. T. Fries
Clerk of the School Board

W. Croll
Superintendent

Date: 9.10.19

For: International Union of Operating Engineers, Local No. 70

David Monsour
David Monsour, Business Manager

John Hane
John Hane, Business Representative

Joe Preston
Joe Preston, Steward

Scott Libal, Steward

Date: 8.13.2019

jcb/opeiu#12